



County of Los Angeles
CHIEF ADMINISTRATIVE OFFICE

713 KENNETH HAHN HALL OF ADMINISTRATION • LOS ANGELES, CALIFORNIA 90012
(213) 974-1101
<http://cao.co.la.ca.us>

DAVID E. JANSSEN
Chief Administrative Officer

Board of Supervisors
GLORIA MOLINA
First District

YVONNE BRATHWAITE BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

July 8, 2003

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**CONVEYANCE OF COUNTY OWNED REAL PROPERTY
TO SAN GABRIEL BASIN WATER QUALITY AUTHORITY
PEREZ PLACE, CITY OF INDUSTRY
(FIRST) (3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the property located on Perez Place, City of Industry, legally described in Exhibit A, is surplus to any present and foreseeable County needs.
2. Find that the proposed direct sale of the surplus property is categorically exempt from the California Environmental Quality Act (CEQA).
3. Approve the conveyance of the property on Perez Place for \$143,000 to the San Gabriel Basin Water Quality Authority (the "Authority").
4. Approve and instruct the Chair to sign the attached Purchase and Sale Agreement and, upon presentation, Quitclaim Deed, both of which have been approved as to form by County Counsel.
5. Instruct the Auditor-Controller to deposit the sale proceeds into the Asset Development Implementation Fund as directed by the Chief Administrative Office (CAO).
6. Authorize the CAO to execute any other documents necessary to complete the sale transaction, upon approval by County Counsel.

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PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to effect a direct sale of the property to the Authority at the appraised fair market value of \$143,000.

On March 4, 2003, your Board approved a Resolution and Notice of Intention for the sale at auction of the subject property. Subsequent to your approval, but prior to the scheduled April 22, 2003 public auction, the City of Industry approached the County and requested a direct sale due to the City's need for the property as part of a ground water cleanup project the City is conducting with, among others, the Authority. As required by statute, the property was offered to the City of Industry prior to the recommendation to your Board to sell the property at auction and the City did not express an interest at that time. Subsequent discussions with the City and the Authority determined that a direct sale to the Authority will serve a public need, and will therefore be in the County's best interest. As a result, the auction scheduled for April 22, 2003 was cancelled in favor of proceeding with a direct sale.

The subject property was originally procured by the County to primarily provide access to the San Gabriel River for flood control purposes and secondarily, to provide access to the Department of Parks and Recreation ("Parks") maintenance facility on the west side of the 605 Freeway. The Flood Control District developed river access elsewhere some time ago and, upon completion of street improvements and dedication of Perez Place as a public road, direct street access to the maintenance facility was available and Park's determined the subject property to be surplus to its needs.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The Countywide Strategic Plan directs that we strengthen the County's fiscal capacity (Goal 4). The sale of this property to the Authority will provide funds that can be used to finance improvements identified as part of the assessment of the condition of the County's improved real property (Strategy 2, Objective 3).

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FISCAL IMPACT/FINANCING

The Authority has agreed to pay the County a total of \$143,000 for the property, which represents its fair market value as determined by independent appraisal. The property will be sold for all cash, payable prior to the conveyance.

Proceeds from the sale will be deposited into the Asset Development Implementation Fund.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

This property, as shown on the attached map was originally deeded by the State Department of Transportation to the County in conjunction with the construction of the 605 Freeway subject to a road easement to the County Flood Control District.

In 1985, the road easement area was improved as a 60-foot-wide paved street by the County as a continuation of Perez Place to provide access to Park's maintenance yard and to those privately owned properties located on the westerly side of the freeway. This road widening resulted in two vacant, irregularly shaped triangular severance parcels one of which is 12,085 square feet in size and the other is 4,406 square feet.

The conveyance of the property to the Authority is authorized by Section 25365.6 of the California Government Code which authorizes real property transfers to water agencies. In these instances, prior notification of your Board's intended action does not need to be advertised.

In accordance with your Board's policy, a restriction has been placed upon the deed reserving the mineral rights upon the property to the County.

County Counsel has reviewed all documents related to the conveyance and has approved them as to form. Additionally, County Counsel concurs with CAO that a saleable interest in the properties exists.

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ENVIRONMENTAL DOCUMENTATION

The recommended action is categorically exempt under Class 12 of the State CEQA Guidelines and the revised Environmental Document Reporting Procedures and Guidelines adopted by your Board.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The sale of this property will have no impact on current County services since the existing street will continue to be dedicated for public access purposes.

CONCLUSION

It is requested that the Executive Officer, Board of Supervisors, return two original copies of the executed Purchase and Sale Agreement, and two certified copies of the Minute Order, and the adopted, stamped Board letter to the CAO Real Estate Division at 222 South Hill Street, 3rd Floor, Los Angeles, CA 90012 for further processing.

Respectfully submitted,

DAVID E. JANSSEN
Chief Administrative Officer

DEJ:CWW
CB:CK:cc

Attachments (3)

c: County Counsel
Auditor-Controller
Department of Parks & Recreation

EXHIBIT "A"
LEGAL DESCRIPTION
PEREZ PLACE, INDUSTRY

THAT PORTION OF RANCHO LA PUENTE, IN THE CITY OF INDUSTRY, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1, PAGE 43 OF PATENTS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF THAT CERTAIN PARCEL OF LAND ACQUIRED BY THE STATE OF CALIFORNIA BY DEED NO. B3077, RECORDED SEPTEMBER 6, 1962 AS INSTRUMENT NO. 2015, IN BOOK D1747, PAGE 342 OF OFFICIAL RECORDS IN SAID OFFICE, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF A LINE PARALLEL WITH AND DISTANT 120.00 FEET NORTHWESTERLY, MEASURED AT RIGHT ANGLES, FROM THE SOUTHEASTERLY LINE OF SAID LAND SO ACQUIRED BY DEED RECORDED IN SAID BOOK D1747, WITH THE SOUTHWESTERLY LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED AS PARCEL 2-5 IN FINAL ORDER OF CONDEMNATION IN FAVOR OF THE COUNTY OF LOS ANGELES, A CERTIFIED COPY OF WHICH IS RECORDED DECEMBER 12, 1955 AS INSTRUMENT NO. 4266, IN BOOK 49770, PAGE 308 OF SAID OFFICIAL RECORDS; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE, N 58° 18' 23" W, 112.28 FEET AND ALONG A TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 430 FEET THROUGH AN ANGLE OF 2° 50' 43" AN ARC DISTANCE OF 28.86 FEET; THENCE S 19° 55' 30" W, 258.10 FEET TO THE NORTHEASTERLY LINE OF THE SOUTHERN PACIFIC TRANSPORTATION COMPANY'S RIGHT OF WAY; THENCE ALONG SAID RIGHT OF WAY S 50° 39' 16" E, 84.84 FEET TO THE ABOVE MENTIONED PARALLEL LINE; THENCE N 32° 39' 00" E ALONG SAID PARALLEL LINE 263.05 FEET TO THE POINT OF BEGINNING.

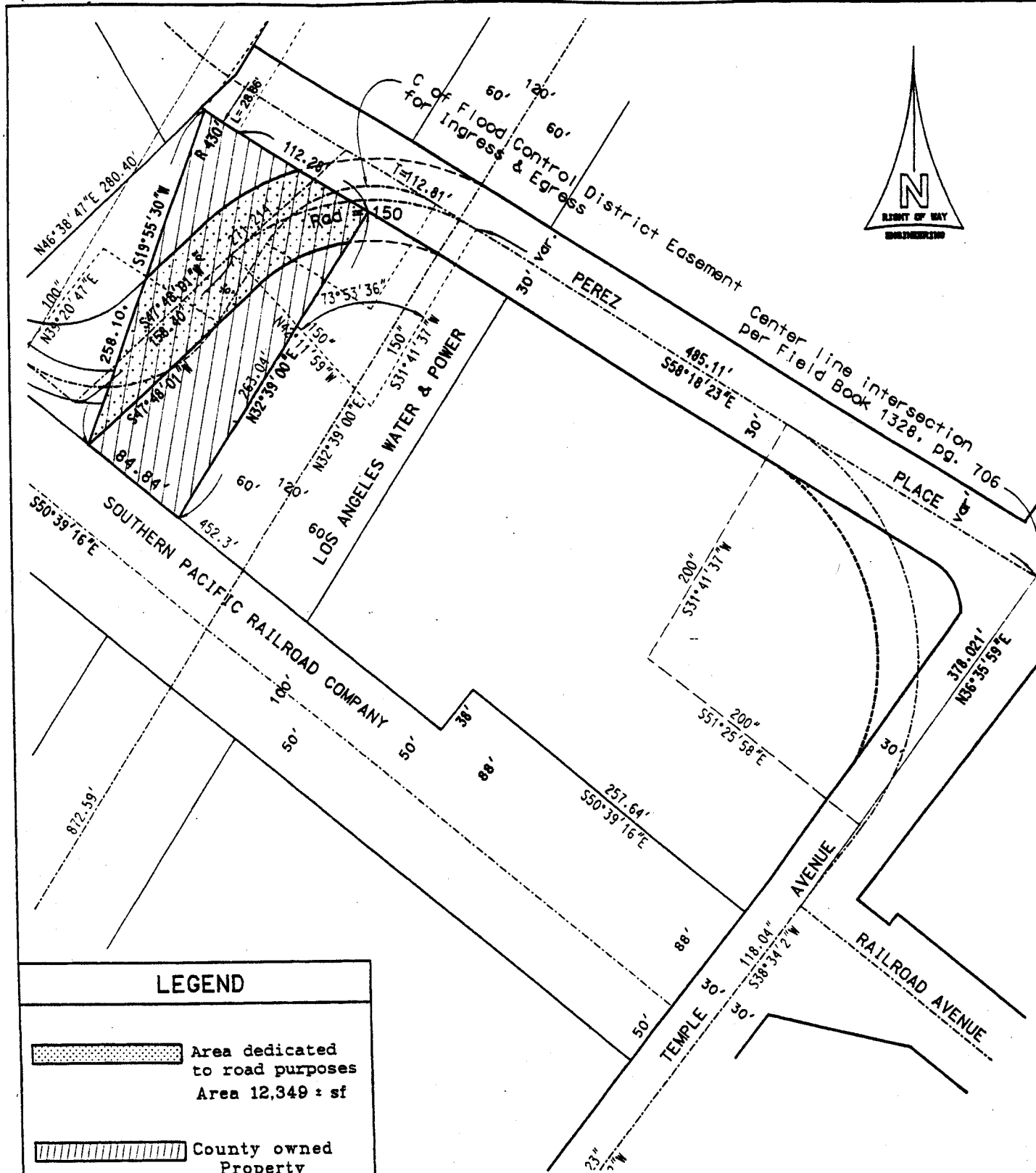
EXCEPTING THEREFROM ALL OIL, OIL RIGHTS, MINERALS, MINERAL RIGHTS, NATURAL GAS, NATURAL GAS RIGHTS, AND OTHER HYDROCARBONS BY WHATSOEVER NAME KNOWN THAT MAY BE WITHIN OR UNDER THE PARCEL OF LAND HEREINABOVE DESCRIBED, TOGETHER WITH THE PERPETUAL RIGHT OF DRILLING, MINING, EXPLORING AND OPERATING THEREFOR AND REMOVING THE SAME FROM SAID LAND OR ANY OTHER LAND, INCLUDING THE RIGHT TO WHIPSTOCK OR DIRECTIONALLY DRILL AND MINE FROM LANDS OTHER THAN THOSE HEREINABOVE DESCRIBED, OIL OR GAS WELLS, TUNNELS AND SHAFTS INTO, THROUGH OR ACROSS THE SUBSURFACE OF THE LAND HEREINABOVE DESCRIBED, AND TO BOTTOM SUCH WHIPSTOCKED OR DIRECTIONALLY DRILLED WELLS, TUNNELS AND SHAFTS UNDER AND BENEATH OR BEYOND THE EXTERIOR LIMITS THEREOF, AND TO REDRILL, RETUNNEL, EQUIP, MAINTAIN, REPAIR, DEEPEN AND OPERATE ANY SUCH WELLS OR MINES, WITHOUT, HOWEVER, THE RIGHT TO DRILL, MINE, EXPLORE AND OPERATE THROUGH THE SURFACE OR THE UPPER 100 FEET OF THE SUBSURFACE OF THE LAND HEREINABOVE DESCRIBED OR OTHERWISE IN SUCH MANNER AS TO ENDANGER THE SAFETY OF ANY HIGHWAY THAT MAY BE CONSTRUCTED ON SAID LANDS, AS RESERVED BY RIVERGRADE CORPORATION, IN DEED RECORDED SEPTEMBER 6, 1962 AS INSTRUMENT NO. 2015.

APPROVED AS TO SALEABLE INTEREST


LLOYD W. BELLMAN
County Counsel


By

Deputy



LEGEND

 Area dedicated to road purposes
Area 12,349 : sf

 County owned Property
(To be Quitclaim)
Area 28,830 : sf

REVISIONS

1. 2. 3.

DEPARTMENT OF PUBLIC WORKS

MAPPING & PROPERTY MANAGEMENT DIVISION

SD. 1	RD. 116	A.M.B. 8564-007	T.G. 637-G-3
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PEREZ PLACE W/O

DRAWING NO

TEMPLE AVE

M02D1823

SCALE
NONE

DATE
9-24-02

I.M.
000-000

RECORDING REQUESTED BY & MAIL TO

San Gabriel Basin Water Quality Authority
858 Oak Park Road, Suite 200
Covina, CA 91724

THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE GOVERNMENT
CODE

Space above this line for Recorder's use

THIS DOCUMENT IS EXEMPT FROM DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE
REVENUE AND TAXATION CODE

TAX PARCELS: 8564 007 902

QUITCLAIM DEED

The **COUNTY OF LOS ANGELES, a body corporate and politic**, for valuable consideration receipt of which is hereby acknowledged or has been secured by a deed of trust, does hereby surrender, quitclaim and release to:

SAN GABRIEL BASIN WATER QUALITY AUTHORITY

all of the County's right, title and interest in and to the described real property, reserving and excepting to the County all oil, gas, hydrocarbons, and other minerals in and under the property without the right to the use of the surface or subsurface to a depth of 500 feet, measured vertically from the surface of said real property.

Said real property is located in the City of Industry, County of Los Angeles, State of California and is further described on Exhibit A attached hereto and incorporated herein.

SUBJECT TO AND BUYER TO ASSUME:

- a. All taxes, interest, penalties and assessments of record, if any.
- b. Covenants, conditions, restrictions, reservations, easements, rights, and rights-of-way of record, if any.

Dated _____

COUNTY OF LOS ANGELES

COLA LOG NO. _____

By.....

Yvonne Brathwaite Burke
Chair, Board of Supervisors

SALE AND PURCHASE AGREEMENT

THIS AGREEMENT is made and entered into as of the _____ day of _____, 2003, by and between **COUNTY OF LOS ANGELES** ("Seller"), and the San Gabriel Basin Water Quality Authority ("Buyer"). Based upon the mutual consideration provided for herein, Seller and Buyer agree as follows:

1. Recitals. This Agreement is made with respect to the following facts which each party agrees are true and correct:

a) Seller is the owner of certain real property described in attached Exhibit A, incorporated herein, and located at Perez Place, west of Temple Avenue, City of Industry, County of Los Angeles, State of California; all improvements located thereon, and all rights, privileges, easements and appurtenances attached thereto are hereinafter referred to as the "Property".

b) Seller desires to sell the Property, and convey it to Buyer, and Buyer desires to purchase the Property and accept it from Seller, for the consideration and on the terms and conditions hereinafter set forth.

c) The sale of this Property by Seller to Buyer is authorized by Government Code section 25365.6.

2. Purchase Price. The purchase price ("Purchase Price") for the Property is One Hundred and Forty Three and NO/100 Dollars (\$143,000.00), payable by Buyer to Seller as follows:

- a) \$5,000 due upon Buyer's execution of this Agreement which shall be refunded to Buyer only in the event the Property is not conveyed to Buyer due to Seller's inability to convey the Property.
- b) remaining balance to be paid in full one (1) business day prior to the conveyance of the Property.

Payments will be by certified check made payable to the County of Los Angeles.

3. Costs. All costs and expenses of Buyer related to this transaction shall be paid by Buyer, including but not limited to, the cost of a title insurance policy, and all documentary transfer taxes and document drafting, recording and miscellaneous charges and fees.

4. Conveyance and Closing Date. Seller shall convey the Property to Buyer by Quitclaim Deed, subject to: a) All taxes, interest, penalties and assessments of record assessed but not yet due, if any; and b) covenants, conditions, restrictions, reservations, easements, rights, and rights-of-way of record, if any.

Seller shall convey the Property on or before (i) July 15, 2003 provided approval by the County Board of Supervisors (the "Board") has been first obtained or (ii) a date occurring thirty (30) days after the Board approves the sale of the Property; whichever date later occurs.

5. Title. Within fifteen (15) days of the date of Seller's execution of this Agreement, Buyer, at its sole cost and expense, will retain a State of California licensed title company of Buyer's choice to prepare a preliminary title report. Buyer agrees to review said report within thirty (30) days of the date of Seller's execution of this Agreement and to transmit a copy of said report to Seller within such thirty (30) day period. Buyer's failure to object in writing to any conditions cited in said report within said thirty (30) day period shall be conclusive evidence that Buyer has reviewed said report and accepts the conditions detailed in the preliminary title report.

6. Recording. Seller shall prepare a Quitclaim Deed indicating title to the Property to be vested in the name of the Buyer as follows: SAN GABRIEL BASIN WATER QUALITY AUTHORITY.

Upon request from Seller, Buyer shall immediately remit a check payable to the County of Los Angeles in an amount equal to the documentary transfer taxes, recording fees and any other fees customarily collected by the Registrar/Recorder.

Seller shall transmit to Buyer a copy of the Deed stamped by the Recorder, the original of which shall be mailed to the Buyer by the Recorder at the following address 858 Oak Park Road, suite 200, Covina, CA 91724.

7. Condition of the Property. Buyer acknowledges that Buyer is purchasing the Property "as is" solely in reliance on Buyer's own investigation, and that no representation or warranties of any kind whatsoever, express or implied, have been made by Seller, or Seller's agents. Buyer has been given the full opportunity to inspect the Property prior to execution of this Agreement. Buyer shall assume the cost and expense for the removal of all contaminated materials, toxic or hazardous substances, and asbestos, if any, on the Property if such action is required by a governmental agency having the authority to order such action.

Buyer also acknowledges that it is aware of all zoning regulations, other governmental requirements, site and physical conditions, and all other matters affecting the use and condition of the Property, and Buyer agrees to purchase the Property in that Condition.

8. Mineral Rights. Seller shall reserve and except unto Seller all oil, gas, hydrocarbons, or other minerals in and under the Property without the use of the surface or subsurface to a depth of 500 feet, measured vertically, from the surface of the Property.

9. Possession/Risk of Loss. All risk of loss or damage with respect to the Property shall pass from Seller to Buyer upon recordation of the Deed.

10. Brokerage Commission. Buyer and Seller hereby acknowledge and represent that there are no broker's commission or finder's fees due in connection with this transaction. Each party shall indemnify and hold the other party harmless from any claim of any broker, agent or finder, licensed or otherwise, claiming through, under or by reason of the conduct of either party with respect to the transaction contemplated hereunder.

11. Conflicts. In the event of a conflict between the provisions of this Agreement and the provisions of any other documents executed or purported to be executed between the parties prior to the date hereto, the provisions contained in this Agreement shall in all instances govern and prevail.

12. Assignment. Buyer shall not assign or attempt to assign the Agreement, or any rights hereunder to any other person or entity without the Seller's prior written consent. Any such assignment or purported assignment without the Seller's prior written consent shall be null and void, and of no force and effect whatsoever.

13. Notices. All notices, demands, request and notices under this Agreement by either party shall be hand-delivered or sent by United States Mail, registered or certified postage prepaid and addressed to the parties as follows:

Seller: County of Los Angeles
Chief Administrative Office
222 South Hill Street, 3rd Floor
Los Angeles, CA 90012
ATTENTION: Carlos Brea, Manager
Property Management

Buyer: Grace Burgess, Executive Director
858 Oak Park Road, Suite 100
Covina, CA 91724

Notices, demands and requests served in the above manner shall be considered sufficiently given or served for all purposes under this Agreement at the time the notice, demand or request is hand-delivered or postmarked to the addresses shown above.

14. Time is of the Essence. Time is of the essence for each and every term, condition, covenant, obligation and provision of this Agreement.

15. Severability. In the event any portion of this Agreement shall be declared by any court or competent jurisdiction to be invalid, illegal, or unenforceable, such portion shall be severed from the Agreement, and the remaining parts hereof shall remain in full force and effect as fully as though such invalid, illegal, or unenforceable portion had never been part of the Agreement, provided the remaining Agreement can be reasonably and equitably enforced.

16. Binding on Successors. Subject to the limitations set forth herein, the Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

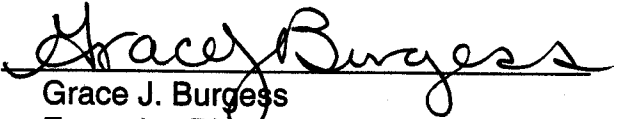
17. Required Actions of Buyer and Seller. Buyer and Seller agree to execute all such instruments and documents and to take all action as may be required in order to consummate the purchase and sale herein contemplated.

18. Entire Agreement. This Agreement contains the entire agreement between the parties herein, and no addition or modification of any terms or provisions shall be effective unless set forth in writing, signed by both Seller and Buyer.

IN WITNESS HEREOF, the parties have executed this Agreement as of the day and year first written above.

"BUYER"

**SAN GABRIEL BASIN WATER QUALITY
AUTHORITY**

By: 
Grace J. Burgess
Executive Director

Upon approval of this Agreement, a signed copy will be mailed to Buyer.

"SELLER"

COUNTY OF LOS ANGELES,
a body corporate and politic

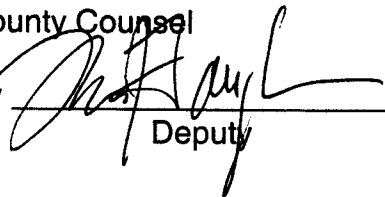
By: _____
Chair of the Board of Supervisors

ATTEST:

Violet Varona Lukens
Executive Officer – Clerk of the Board of Supervisors

APPROVED AS TO FORM:

LLOYD W. PELLMAN
County Counsel

By 
Deputy